



This BDR Reseller Application and Sales Agreement (this "Agreement") is between **Zenith Infotech**, an India Corporation, ("**Zenith**"), which maintains an office in the USA at One Williamsburg Place, Suite 100, Mail Stop 5, Warrendale, Pennsylvania, 15086, and the individual, corporate entity or other entity identified in the BACKUP AND DISASTER RECOVERY (BDR) RESELLER section above ("**Reseller/s**").

Recitals

A. Zenith is engaged in the manufacture and sale of Network Attached Storage devices (each, a "NAS") and the sale of virtual offsite storage space services (collectively, "Products"), as described generally in Schedule A. Zenith sells the Products to Resellers, who in turn (i) sell and/or distribute the Products to end user customers and (ii) provide installation, repair, maintenance, training, and related services.

B. The parties desire to establish terms by which Reseller may resell and distribute the Products to Reseller's end user customers on a worldwide basis.

Terms

1) Purchases; Services Provided

- a) All orders for Products placed by Reseller shall be subject to all of the provisions set forth in this Agreement. By submitting a purchase order for one or more of the Products, Reseller confirms its agreement with, and acceptance of, all such terms and conditions. In the event of any discrepancy between the provisions set forth in this Agreement and any purchase order, order confirmation, or other communication between the parties, the provisions of this Agreement shall prevail.
- b) No additional terms contained in any purchase order, order confirmation or other communication between the parties, regardless of whether such terms were acknowledged by the other party, shall be binding unless such additional terms are expressly accepted in writing by both parties.
- c) No order for any Product placed by Reseller hereunder shall be binding on Zenith unless, and until, accepted by Zenith in writing. If Zenith fails to provide any written acceptance within five (5) business days of its receipt of any purchase order or request for Products, the purchase order and/or request shall be deemed rejected by Zenith.
- d) Zenith shall endeavor to provide its services to Reseller, and to manufacture and ship the Products to Reseller in a timely manner. Should shortages occur, Zenith may allocate its production as it deems appropriate, may delay or stop shipments, and/or may send partial shipments with prior notice. Zenith shall not be liable to Reseller for any failure to supply quantities of the Products agreed upon with Reseller.
- e) Zenith may, upon providing written notice to Reseller, make changes in or to any Product (whether in design, material, the addition of improvements, or otherwise) or any service purchased by Reseller from Zenith, and/or may discontinue the manufacture or provision of any such Product or service, all in its sole discretion, without incurring any obligation or liability of any kind as a result thereof.

2) Evaluation Policy.

- a) One (1) NAS may be purchased by Reseller on a thirty (30) day, money-back guarantee, evaluation basis.
- b) Reseller shall have thirty (30) calendar days to use and evaluate the NAS, calculated from the date on which the NAS is delivered to Reseller (the "Evaluation Period").
- c) At anytime during the Evaluation Period, Reseller may elect to have Reseller's evaluation deposit (ii) applied to the purchase price of the NAS, (ii) applied to a deferred payment plan for the NAS (as approved by Zenith), or (iii) return the NAS at Reseller's cost and obtain a full refund of any evaluation deposit paid to Zenith.
- d) If Zenith does not receive the NAS before the expiration of the Evaluation Period, then the NAS shall be deemed to have been purchased by Reseller, and all purchase amounts for such NAS shall immediately become due and owing to Zenith.
- e) In the event that Reseller elects to return the NAS to Zenith, Reseller shall ensure that the NAS is packaged and shipped pre-paid via U.S. Mail or overnight courier, in a manner suitable and proper for delivery, and that the package is both certified and insured. Reseller shall bear all responsibility for the safe and timely delivery of such packages to Zenith. Products MUST be returned in "as-new" condition in order for Reseller to obtain a refund for such items. For the purposes of this Agreement, "as new" means that the Product is in pristine cosmetic condition, functioning perfectly, and includes all original packaging materials and collateral accessories.
- f) If a Product is returned within the Evaluation Period, but is not in "as-new" condition, Zenith reserves the right to charge and collect from Reseller a 20% restocking fee plus any labor and material costs reasonably required to return the product to "as-new" condition. In the event that the returned Product is significantly damaged, or if the cost to bring the Product into "as new" condition exceeds the wholesale value of the Product, Reseller shall not be entitled to a refund of any portion of the evaluation deposit.
- g) Zenith reserves the right to reject the return of any Product received by Zenith outside of the Evaluation Period.

3) Delivery; Shipment.

- a) Zenith will ship the Products and provide the services as indicated in the purchase order or request relevant to a transaction.
- b) Unless otherwise agreed upon by Zenith, all transportation, insurance and handling charges for Products shipped to Reseller shall be borne by Reseller.

- c) Reseller shall be permitted to cancel, reduce, reconfigure or reschedule any order hereunder (collectively, a "Change Request") without the prior consent of Zenith, provided, however, that such Change Request is received by Zenith prior to the order entering Zenith's manufacturing or shipping queue. No Change Request for an order shall be implemented or take effect on or after the order has entered Zenith's manufacturing or shipping queue.

4) **Reseller's Obligations.**

- a) *NAS Unit Sizing.* Reseller shall use its best efforts to select the correct NAS model(s) when placing an order from Zenith. In doing so, Reseller is instructed to consider, among other factors, (i) the number of servers to be backed up, (ii) the volume of data to be backed up, (iii) anticipated annual data growth, and (iv) the space necessary for all the incrementals (*i.e.*, the greater the frequency of daily incrementals, the more space required). Reseller shall use its best efforts to monitor Reseller's end user customers ("End Users") to determine whether such End Users are adding any applications (*e.g.* paperless document systems, or ERP packages) that cause or are likely to cause material changes in the volume of data to be backed up.
- b) *Parameters.* As described in this Agreement and any documentation that may be provided by Zenith to Reseller from time-to-time, the Products may be subject to certain technological limitations and/or have limited availability ("Parameters"). Reseller shall use its best efforts to stay apprized of the Parameters and refrain from offering Reseller's end user customers ("End Users") features or functionalities relating to the Products that fall outside of the Parameters.
- c) *Restrictions.* Any NAS unit may be re-positioned to another End User location at no additional cost to the Reseller, and Reseller may delete files on servers to conserve storage space and request a new base image to be created; provided, however, in no event shall Reseller remove files from the NAS. During the term of this Agreement, Reseller may request files or the entire back up image to be deleted at the offsite data center, however, Reseller is solely responsible for making a copy of the backup image of the NAS prior to its deletion. Zenith shall be held harmless, and shall be indemnified by Reseller against, any costs, fees, expenses or claims arising from or related to the erasure or deletion of any of Reseller's data or other information stored on any NAS.

5) **Pricing; Payment.**

- a) *Prices.* The initial prices for the Products and services are as set forth in the most current version of the Zenith Reseller Price List ("Price List"), attached as Schedule B. Zenith reserves the right to amend the Price List upon thirty (30) days written notice to Reseller. Such revisions shall apply to all orders received by Zenith on or after the effective date of revision.
- b) *Payment.* All NAS purchases must be prepaid either using a deferred payment plan (as approved by Zenith in Zenith's discretion) or by payment in full. Unless otherwise modified by Zenith in writing, monthly charges under any deferred payment plan are due net thirty (30) days from the date on the face of each invoice. Services may be discontinued to an End User at the discretion of Reseller; however, if Reseller is using a deferred payment plan for the NAS unit, such monthly payments are still owed and payable for the duration of Reseller's payment plan. Theft, destruction or damage to an NAS shall not be grounds for the curtailment or setoff of any amounts owed to Zenith at any time.
- c) *Remedies.* Late or untimely payments shall be subject to interest at the lesser of 1.5% per month or the highest interest rate permitted by law (in each case, calculated as of the date when such payment is due). If any amounts remain unpaid, Zenith shall notify Reseller of such default, and require payment within ten (10) days. If full payment is not received timely thereafter, then Zenith shall have the right, in addition to any other rights Zenith may have under this Agreement, to (i) cease Reseller's access to any of Reseller's data and/or Zenith's services until full payment is received, or (ii) immediately terminate this Agreement and delete all of Reseller's data stored in any of Zenith's offsite locations. Zenith shall be held harmless, and shall be indemnified by Reseller against, any costs, fees, expenses or claims arising from or related to Zenith's permitted activities hereunder.
- d) *Currency.* All Fees are reported in, and shall be paid in, U.S. dollars.

6) **Return Policy.**

- a) *Trade-In.* NAS units cannot be traded in or upgraded. Once such units are purchased, regardless of the payment plan, Reseller owns them. The only warranties relevant to any purchased NAS unit are as stated in Section 7, below.
- b) *No Modification.* Reseller is hereby instructed that the NAS units cannot be modified in any manner, and any modifications may void the warranty for such units. Reseller must refrain from adding software applications to the NAS itself, adding memory or hard drives, or removing back-up images (unless expressly stated to do so by Zenith), as such activity may void the warranty for the modified NAS units.

7) **Warranties; Limitations.**

- a) *Warranty.* Purchased NAS units are warranted against material defects for three (3) years from date of delivery of the NAS units to Reseller, as evidenced by third party shipping company records. This warranty applies regardless of whether the NAS was paid for in full or by installments through a deferred payment plan. Month to month warranty extensions are available as per the Reseller Price List.
- b) *Software.* Software used to perform the backup and virtualization will be maintained and updated by Zenith at no additional cost during the term the warranty.
- c) *Repairs.* Zenith undertakes and warrants that the Products it ships will be of good quality and free from material defects. If, however, a NAS requires repair under warranty, Reseller shall contact Zenith to obtain a RMA number for such defective part(s) of the NAS. Replacement parts will be shipped via next day business air and prepaid by Zenith. Faulty parts must be

returned to Zenith in the time allotted by Zenith and communicated to Reseller. Reseller's failure to adhere to such time table may result in Reseller being charged for replacement parts. If, in Zenith's discretion, it is determined the NAS has been tampered with or no fault is found, Reseller will bear the freight and shipping costs for the replacement part, as well as the shipping costs for the return of the original part to Zenith.

- d) **Security.** At all times Zenith shall use reasonable care, which in all cases shall be no less than industry-standard care, to ensure the security of data and information exchanged or transmitted using Products ("Data"). However, the parties acknowledge and agree that the use of any communications technology entails certain unavoidable risks, and that no technology is 100% foolproof or immune from attack. Accordingly, Reseller shall hold Zenith harmless from and against any claim, cause of action, loss, expense, cost, fine or fee arising from or related to the unintentional or accidental disclosure, misuse, or erasure of the Data, or any breach of security impacting or affecting the Products or the Data, provided that at the time of such occurrence, Zenith was in material compliance with the terms of this Section 7(d).
 - e) **Availability.** One or more of the Products may rely upon the availability of the data center where Zenith's software is hosted. Although Zenith makes every reasonable effort to ensure maximum data center availability, there is a possibility that the data center may become inaccessible or unavailable as a result of code upgrades, operating system instability, power failures, internet outages or other causes beyond Zenith's control, and Zenith shall be held harmless for and against any such event(s).
 - f) **Infringement.** Zenith warrants that the Products do not and will not violate the intellectual property rights of any third party.
 - g) **Modifications.** Zenith reserves the right to modify or discontinue the warranties described herein at any time, in Zenith's sole discretion, upon advance written notice to Reseller.
 - h) **Sole Remedy.** The warranties described in this Section 7 are the only warranties provided to Reseller under this Agreement, and are in lieu of all other warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Except as stated in this Section 7, all Products are provided on an "as is" basis, and Zenith does not warrant or represent that any particular Product or, specifically, any NAS, will be suitable for Reseller's needs. The parties acknowledge and agree that Zenith's sole liability for any breach of any warranty described herein is expressly limited to a credit of the fee paid to Zenith for the Product under warranty.
- 8) **LIMITATION OF LIABILITY.** In no event shall Zenith have any liability with respect to any claims arising out of or related to this Agreement for consequential, exemplary, special, indirect or punitive damages, even if Zenith has been advised of the possibility of such damages. In all cases, the total liability and financial obligations of Zenith to Reseller shall be limited to the amount actually paid by Reseller to Zenith under this Agreement. This limitation applies to all causes of action and obligations in the aggregate, including without limitation, any claim of breach of contract or negligence.
- 9) **Term; Termination.**
- a) **Term.** This Agreement shall commence on the latest date of the signatures of the parties below, subject only to the exchange of signature pages. This Agreement shall continue until terminated as provided herein.
 - b) **Termination.** Reseller may terminate this Agreement for any reason by providing Zenith with written notice of termination at least seven (7) days prior to the effective date of termination. Zenith may terminate this Agreement (i) immediately if Client commits a material default under this Agreement, and the default is not cured within fifteen days after notice of such default is delivered to Reseller, or (ii) for any reason upon six (6) months prior written notice to Reseller.
 - c) **No Liability for Termination.** Zenith shall not be liable to Reseller or any third party for any compensation, reimbursement, losses, expenses, costs or damages arising from or related to, directly or indirectly, the termination of this Agreement for any reason. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with Reseller's or any third party's goodwill or business.
- 10) **Ownership; Intellectual Property.**
- a) **Rights.** At all times, Zenith is and shall remain the sole and exclusive owner and/or authorized licensor of the Products, and all trademarks, copyrights, patents, works of authorship, property rights and goodwill relating to the Products (collectively, "Zenith's Intellectual Property Rights"). Reseller shall not take any action, directly or indirectly, that injures or diminishes, or may tend to injure or diminish, any of Zenith's Intellectual Property Rights, nor shall Reseller encourage any third person to do so. Reseller agrees to inform Zenith immediately of any infringement of any of Zenith's intellectual Property Rights of which Reseller may become aware.
 - b) **Goodwill.** If Reseller, in the course of reselling the Products or otherwise exercising its rights under this Agreement, acquires any goodwill or reputation in or to any of the Products, all such goodwill or reputation shall automatically be transferred to and shall vest in Zenith when and as, on an on-going basis, such acquisition of goodwill or reputation occurs, as well as at the expiration or termination of this Agreement, without any separate payment or other consideration of any kind to Reseller, and Reseller agrees to take all such actions necessary to effect such vesting.
- 11) **Miscellaneous.**
- a) **Force Majeure.** Neither party shall be liable for any delay or failure to perform hereunder due to floods, riots, strikes, freight embargoes, acts of God, acts of war or hostilities of any nature, laws or regulations of any government (whether foreign or domestic, federal, state, county or municipal) or any other similar cause beyond the reasonable control of the party affected. A party relying on such an event to excuse its performance hereunder shall, as soon as reasonably possible, notify the other party in writing of the nature of that event and the prospects for that party's future performance and shall thereafter, while that

event continues, respond promptly and fully in writing to all reasonable requests for information from the other party relating to that event and those prospects.

- b) *Waivers; Amendments.* The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing, and it is signed by the party against which it is sought to be enforced.
- c) *Severability.* If any provision of this Agreement is held to be void, the remaining provisions shall remain valid and shall be construed in such a manner as to achieve their original purposes in full compliance with the applicable laws and regulations.
- d) *Merger.* This Agreement is the sole and complete statement of the obligations and rights of the parties as to all matters covered by this Agreement, and supersedes all previous or contemporaneous understandings, agreements, negotiations and proposals relating thereto. The parties agree that no promises or inducements have been offered or made to Reseller (other than those expressly stated in this Agreement) to induce Reseller to enter into this Agreement and to be bound by the terms contained herein.
- e) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. This Agreement shall not be assigned by Reseller without the prior written consent of Zenith, which Zenith may withhold until and unless Zenith is satisfied (and so notifies Reseller in writing) that (i) Reseller's assignee is qualified, from a financial and technological perspective, to be bound by the terms of this Agreement, and that (ii) such assignment does not cause any Zenith to incur any conflict of interest.
- f) *Execution in Counterparts.* This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, and each counterpart when so executed shall be deemed to be an original, and all counterparts taken together shall constitute one and the same agreement.
- g) *Captions.* Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of this Agreement.
- h) *Attorneys' Fees.* If Zenith commences any action or proceeding against Reseller to enforce the terms of this Agreement, Zenith shall be entitled to an award against Reseller for all reasonable attorneys' fees, costs and expenses incurred by Zenith in connection with such action or proceeding (including any mediation or arbitration, and at all levels of trial and appeal), and in connection with the enforcement of any judgment or order thereby obtained.
- i) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania. The parties agree that the sole and exclusive venue for any and all issues, claims, causes of action or matters arising from or related to this Agreement shall be in the state courts of Allegheny County, Pennsylvania or, for federal claims and pendant state claims, the Federal Court in and for the Western District of Pennsylvania
- j) *Notices.* Whenever under the provisions of this Agreement, notice is required or permitted to be given to MSP, Zenith may deliver such notice(s) to MSP by electronic mail ("email"). Email notice shall be deemed given to MSP when such notice is sent to the last known email address provided to Zenith by MSP, regardless of whether such email address is functional or not. Notwithstanding any provision to the contrary, however, email notice to Zenith shall be effective only if Zenith subsequently acknowledges receipt of MSP's email via a return email to MSP in which MSP's original email is either referenced or reproduced. Notice provided in any method other than by email shall be deemed given either when delivered personally, or by courier, or by facsimile machine with printed transmittal confirmation sheet; or, three (3) days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to the party for whom it is intended with copies provided to the address set forth above or to such other addresses as a party shall hereafter designate in writing to another party. Subject to the terms described herein, the parties acknowledge and agree that electronic mail ("email") and/or digital copies or electronic transmissions satisfy all "writing" requirements under this Agreement.
- k) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- l) *Amendment.* No amendment, waiver, or modification (collectively, an "Amendment") of this Agreement or any provision of this Agreement shall be valid unless in writing, stating with specificity the particular amendment or modification to be made, and duly executed by the parties. Upon mutual acceptance and execution of an Amendment, the terms of such Amendment shall be deemed incorporated into this Agreement. To the extent that an Amendment conflicts with the terms of this Agreement, the Amendment shall control.
- m) *Independent Contractor Relationship.* The parties are independent contractors to one another, and neither party is an employee, servant, agent, partner or joint venturer of the other party.
- n) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Allegheny County, Pennsylvania, i.e., on a Saturday, Sunday or legal holiday, such period shall be extended to and through the next succeeding business day in Allegheny County, Pennsylvania.
- o) *No Third Party Beneficiaries.* The parties are entering into this Agreement solely for themselves and no other party, and nothing contained in this Agreement, whether expressed or implied shall be deemed to confer any rights or remedies (including, without limitation, third party beneficiary rights) upon, or obligate either Zenith or Reseller to, any third person or entity.

BACKUP AND DISASTER RECOVERY (BDR) RESELLER

Company Name					
Phone		Fax			
Street Address					
City		State		Zip	
Website				Country	
Technical Staff Count		Sales Staff Count			

CONTACT INFORMATION

Primary Business Contact		Title			
Phone		Email			
Primary Technical Contact		Title			
Phone		Email			

BILLING INFORMATION

Business Structure (Please Check One)	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	
Billing Contact		Title		
Phone		Email		

Signature of Reseller

For Zenith

Printed Name

Printed Name

Title

Title

Date

Date

Please list Zenith Account Manager

Please fax this Signature Page to 866-445-1420 or 866-897-8510

A complete countersigned agreement will be returned to you.

SCHEDULE A

Description of Services

** The following is a general description of the services provided by Zenith. **

1. Security

- a. Data is encrypted before it leaves Reseller's clients' servers and is stored on the NAS, and the data is then encrypted again for transmission over the Internet. The Zenith software communicates with the remote servers using SSL (Secure Socket Layer) technology. Files are then stored, in encrypted form, on multiple SANs in hardened, third party data centers.
- b. Each file is encrypted using 256-bit AES encryption technology. 256-bit AES Encrypted data cannot be read without the corresponding keys, so encrypted data cannot be misused, even if stolen. If Reseller loses the encryption key, the data will not be retrievable. If the encryption key is lost, the backup image must be recreated. Reseller is hereby advised to keep printed and electronic copies of its encryption key in a secure, offsite location.

2. Backup Frequency and Retention Policies

- a. NAS Backup and Retention:
 1. This service provides Reseller with the option to backup its clients' data as frequently as every fifteen (15) minutes each day to the NAS Device. The intra-daily frequencies can be adjusted by Reseller to fit the needs of the end client but the remainder of the NAS retention frequencies cannot be adjusted. The NAS retention policies are:
 - a. Base Image
 - b. Intra-day Incrementals (for last 2 days)
 - c. Daily Synthetics (for last 14 days)
 - d. Weekly Synthetics (for last 5 weeks)
 - e. Monthly Synthetics (all)
- b. Co-location Backup and Retention
 1. The co-location site has two retention policies available: Current Image and Archive Image. In both options, data is transferred only once daily to the offsite data center, as long as the end client bandwidth is sufficient to allow this. Reseller is required to analyze bandwidth utilization using tools provided by Zenith to determine whether the End User has adequate bandwidth to push each End User's data offsite each day. The data at the data center is not available for restoration through the Internet. The only way to have this data restored is to have a NAS imaged and sent to a location Reseller specifies. There is an additional cost for this service.
 - a. *Current Image*: Under the Current Image option, all incremental files are collapsed back into Reseller's Base Image creating a Synthetic Base Image. The Current Image available at the data center will be up to the last successfully transmitted incremental offsite. With the current image option you are able to restore a complete image of the server from the time the last daily incremental backup was received at the data center.
 - b. *Archive Image*: The Archiving option will allow for the same restoration points as the onsite NAS with the exception of the intra-day incrementals. With the Archive Image option, Reseller's ability to restore data will depend on when the last image of the server was received at the data center. This archive option may not be sufficient to comply with some regulatory requirements. It is Reseller's responsibility to make sure that regulatory or client-specific archiving requirements are met. Selecting the Zenith Archive option at the data center ensures the backup image will include:
 - i. Base Image
 - ii. Thirty Day Synthetics (all)
 - iii. Seven Day Synthetics (for last 5 weeks)
 - iv. Daily Synthetics (for last 14 days)
 - v. Intra-daily incrementals are **not** saved.

3. Standby Server Using Instant Virtualization

- a. The NAS device can also be a standby server, and can create a virtual image of a failed server depending on the server architecture and the operating system. Please make sure to review Zenith's Backup and Disaster Recovery Training Guide to determine compatibility before committing to this feature with any End User. This unique standby server capability is due to the fact that the virtualization engine natively understands the backup images as a hard drive, allowing a failed server to be virtualized within minutes. As long as the boot volume and the system volume are backed up, no reconfiguration is needed as the "virtualized" server retains the same IP address, NetBIOS name, MAC address and application state of the original server. Once virtualized, the NAS will resume the backup schedule that was in effect before the failure.

4. Offsite Data Transport

- a. Data transmission occurs over Reseller's clients' internet connections and can easily be configured to minimize bandwidth consumption. The transfer value can also be capped not to exceed: 128k, 256k, 384k, 512k, 768k, or 1024k. Different settings can be used during business hours and after hours. It is Reseller's responsibility to make sure that Reseller's client's site has sufficient outbound bandwidth to accommodate the required data transfers.
- b. Offsite transfer speeds are limited by NAS models. Please review the BDR Offsite Transfer Training Guide for exact details. To estimate Internet transfer speeds please use the following calculations:
1Mbps sustained available throughput = 10GB of data per day
256Kbps sustained available throughput = 2.5GB of data per day
- c. It is Reseller's responsibility to troubleshoot issues causing the creation of large incremental files.

5. Data Centers

- a. Data is stored (in encrypted form) in two secure third party data centers, located hundreds of miles apart from each other.
- b. Offsite storage pricing is calculated by the GB and pricing can be found in the Reseller Price List. The amount of offsite storage is determined by the size of the volume or partition of the SERVER that is being backed up to the data center.
- c. Backup images are stored at the data centers on a SAN Farm at the primary facility, then replicated to the secondary facility.
- d. The data centers have connectivity provided by multiple providers with automatic failover capabilities.
- e. The data centers have full physical security, including security cameras and key card access.
- f. The network is secured with high-end redundant, automatic failover firewalls.
- g. Fire suppression and environmental control is provided.
- h. Automatic back up power provided by onsite generators.

6. Base Image Transfer to Remote Storage Facility by External Drive

- a. The Base Image files on the NAS device must be transferred via an external drive to the primary data center. Please review the BDR Offsite Transfer Training Guide for exact details. This external drive will be returned to Reseller for reuse. Please allow for a three (3) week turnaround from when Zenith receives Reseller's drive to have the drive copied and returned to Reseller.
- b. After the Base Image Backup is sent to the data center, Daily Incremental Backups are sent every twenty-four (24) hours at 1AM (EST) from the NAS device. If the Incremental Backup files become too large, Reseller will have an option to copy the Incremental backups using the same process to send the Base Image Backups. It is the responsibility of the Reseller to troubleshoot issues causing the creation of large incremental files.

7. Minimum Remote Storage Requirements

- a. There are no minimum remote storage requirements. Offsite storage is tracked on a daily basis based on the server image and charges are calculated at a per GB rate. Reseller will have a breakdown by client and be billed on a monthly basis, based on the size of the image or volume of the original server being backed up and being pushed out to the data center.

8. Routine Retrieval Testing.

- a. It is important to note that if the original native image on the server is corrupt, the first Base Image and the subsequent incrementals will be corrupt as well. As a best practice, Reseller should mount the image and do a test restore of critical files after the base image is created and at intermittent intervals during the contract period. Reseller should never delete a file in the incremental chain, as deleting a file in the current incremental chain will break the chain. Restorations can only be performed to points before the chain was broken. Once broken, a new chain must be created for the Server being backed up. The old chain may be retained for restorations, but the old chain must be removed from the NAS.
- b. When Reseller sets up a backup, Reseller must create a .spk (a transformed key file) using the backup password generator--there is a small applet Zenith provides to do this. Also we ask that SPK passwords be stored in the ITS Portal's Secure Information Store. Stored passwords are used for verification checks (both heuristic and full) to be carried out automatically by the Zenith software and alert Zenith engineers should a failure take place. It will point out the incremental backup which is corrupt and therefore potentially causing a failure. The stored password cannot be used by Zenith to do a restore; it is only used for verification.
- c. Verification tests are done to point out any data corruption that occurs in the back up process or to the backup files. In the event this occurs, the NOC takes the steps to fix the corruption or re-image a completely new image should the corruption be irreparable. Please note, the Windows File System can be corrupt. If the Windows File System is corrupt, the NAS will back up the corrupted File System. It is Reseller's responsibility to check its client's Server's File System to ensure proper functionality.

9. Recovery Time Objective

- a. Reseller has access through a software interface on the NAS or, if enabled, through a web-based interface to do file level, file folder, email and mailbox restorations. Additionally, Reseller is expected to perform the bare metal restores and virtualization of the NAS when needed. Reseller is expected to do these restorations, but the NOC is always available to provide product support for the Reseller's efforts. It is important to note that NOC support will only be provided once Reseller submits a ticket with a description of the issue along with an explanation of what type of help is required.
- b. In a disaster, where an End User loses their entire office (servers and onsite NAS included), Reseller will order a newly-imaged NAS, with the most current backup, to be shipped out via next-business day air transportation to a location of their choice as long as the RMA is requested prior to 5 PM (EST). When the NAS arrives, it can be used as a virtual server or for a bare metal restore. Please note, there is an additional cost for this "disaster recovery service" which is identified in the Reseller Price List.
- c. This service will allow Reseller to use the NAS for two (2) weeks before it must be returned, at Reseller's expense, to Zenith. This will allow Reseller enough time to have a new server ordered, in place and do a "bare metal restore" from the NAS before returning the NAS (if so desired). Alternatively, Reseller can select to keep the NAS and will be billed for the list price of the new NAS. This would also allow Reseller to use this NAS for the ongoing backup and remote storage when Reseller moves forward setting up its client.